

**SHAA-XU'-XAT
RENTAL AGREEMENT**

Tolowa Dee-ni' Nation; 140 Rowdy Creek Rd; Smith River, CA 95567
(707) 487 – 9255

Organization (Lessee): _____

Date of Event: _____ Start Time: _____ End Time: _____

Name: _____

Mailing Address: _____

Phone Number: _____ Number Attending: _____

Type of Activity: _____

Park Rental Fee	\$40.00 for weekend and/or \$ 25.00 x _____ days	\$ _____ \$ _____
Security Deposit		\$ 150.00
Rental Fee Waived <i>Staff initial:</i>	Certificate of Insurance Waived <i>Staff initial:</i>	

TERMS AND CONDITIONS

- Rental Fees.** Rental fees are quoted per each day. **Rental fees and proof of liability insurance are due at least two (2) weeks prior to the event. Deposits are due at the time of reservation.** Deposits will be conditionally refunded following the event, subsequent to an inspection of the Park grounds and facilities. Upon departure, Lessee is responsible to return the Park grounds and facilities to the condition in which they were received; otherwise, additional fees may be assessed. All garbage must be removed.
- Weekend Rental.** Any rental occurring on a Saturday or Sunday is considered a 'Weekend Rental.' The Park is reserved for both Saturday and Sunday for one Lessee, regardless of the day of the event.
- Deposits.** Security Deposits are required for each event. Security Deposits will be returned within thirty (30) days from the last day of the event minus any charges for damage.
- Damages.** Tolowa Dee-ni' Nation reserves the right to retain any or all of the Security Deposit for damages, including any necessary clean-up costs or other costs or expenses associated with the use of the Park by Lessee. Any costs or charges for damages in excess of the deposits must be paid by Lessee upon receipt of an invoice from the Tolowa Dee-ni' Nation. The deposits are not a waiver by Smith River Rancheria of charges in excess of the deposits.
- Clean-up of Park.** Lessee, whether an organization, group or individual, is responsible for restoring the Park grounds and facilities to the same condition as they were received. Tolowa Dee-ni' Nation staff will, in its sole discretion, determine whether Lessee has complied with this requirement. Lessee is responsible for all clean-up activities. If the clean-up activities are insufficient, the Tolowa Dee-ni' Nation will conduct the clean-up activities at a rate of \$30.00 per man hour. It is the responsibility of Lessee to remove all garbage from the park following the event.
- Insurance.** Lessee is required to provide Tolowa Dee-ni' Nation with proof of comprehensive liability insurance in the amount of one-million dollars (\$1,000,000), naming the Tolowa Dee-ni' Nation as additionally insured, at least two (2) weeks prior to the event.

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7. **Indemnity.** Lessee shall defend, indemnify, and hold harmless the Tolowa Dee-ni' Nation, its employees, agents, elected officials and insurers, from any and all claims, judgments or awards for any and all damages, costs or expenses, including attorney's fees, for personal injury, including death, and for property damage, which are attributable to the acts or omissions of Lessee, its agents, representatives, employees, contractors, or guests.
8. **Cancellations.** If Lessee cancels the event, requests for refunds must be made at least two (2) weeks prior to the date of event; late requests for refunds will not be granted.
9. **Assignment.** This Agreement is for the specific purpose(s) and date(s) designated. It may not be transferred to any other person, corporation, group or other entity or applied to any other Tolowa Dee-ni' Nation facility.
10. **Event Duration.** Without prior approval, all events must conclude by dusk. All events must conclude within (14) fourteen days.
11. **Termination of Use.** The use of Shaa-xu'-xat may be terminated by the Tolowa Dee-ni' Nation at any time. Upon such termination, all activities by the Lessee must cease and all equipment, furnishing and other material removed from the park immediately. Lessee will be responsible for restoring the Park grounds and facilities to the same condition as they were received.
12. **Choice of Law.** Any legal actions with regards to this Agreement will be heard by the Tolowa Dee-ni' Nation Tribal Court. All Tribal Codes apply to Lessee's rental application.
13. **TDN Access.** The Tolowa Dee-ni' Nation as well as any law enforcement agency the Nation so authorizes will have access to the Park grounds and facilities at all times.
14. **Alcohol.** Liquor and alcoholic beverages of every kind are strictly prohibited in the Park.
15. **Animals.** Animals must be kept on leashes within the Park at all times.
16. **Bathroom Facilities.** One port-a-potty is provided by the Tolowa Dee-ni' Nation at Shaa-xu'-xat. If additional facilities are required for an event, the Lessee is responsible for making those arrangements.
17. **Fire Regulation.** All fire regulations (as well as applicable Tolowa Dee-ni' Nation Tribal Codes) will be enforced and must be strictly adhered to. Open fires are prohibited outside of grills and the clearly marked fire pits.
18. **Firearms.** The possession or use of firearms is strictly prohibited.
19. **Lost or Stolen Property.** The Tolowa Dee-ni' Nation is not responsible for lost or stolen property, including property that is left at the Park after the event is over.
20. **Malicious Mischief.**
 - 1) Malicious mischief will not be tolerated within the Park. A person commits malicious mischief if he or she knowingly and maliciously:
 - a) Causes physical damage to Park property in an amount less than \$250.00;
 - b) Creates a substantial risk of interruption or impairment of service rendered to the public by tampering with Park property.
 - 2) Malicious mischief is a crime.
21. **Parking.** Vehicles are only allowed on designated roads and parking lots. Any vehicles left in the Park after hours are subject to being towed at owner's expense. Mini bikes, trail bikes, all-terrain

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vehicles, snowmobiles, and any other vehicles that cannot be registered for operation on the public highways are not allowed at Shaa-xu'-xat.

- 22. Plant Materials.** It is unlawful for any person to pick flowers or to cut, tear, break, or otherwise damage flowers, shrubs, trees or other plant life in the Park.
- 23. Swimming.** No lifeguard is provided. Lessee is responsible for taking all necessary and reasonable precautions regarding use of the creek by Lessee or Lessee's guests.
- 24. Water Usage.** Water may not be transported from the Park for private use that is not associated with the approved use of the Park.

I, THE UNDERSIGNED, CERTIFY THAT I AM THE LESSEE OR THE AUTHORIZED REPRESENTATIVE OF THE LESSEE AND HAVE THE AUTHORITY TO BIND LESSEE TO THE TERMS OF THIS AGREEMENT.

Lessee Signature: _____ **Date:** _____

Print Name/Title: _____